

**Fitness Release and Waiver of Liability**  
**Hurricane –Summer Strength and Conditioning Program**

**Participant Information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**The Following is a Waiver. Read it before signing.**

By affixing my signature to this document, I attest, contract, understand, and agree that I am to be legally bound by its contents

I hereby stipulate and agree:

That I realize the risks of cardiovascular exercise and weight training, and I am fully aware of the possibility of mechanical and/or other malfunctions of exercise equipment (cardiovascular and weight) due to the negligence of Hurricane High School or otherwise, as well as the possibility of injury to my person as a result of the use of such exercise equipment. I therefore fully understand and I am mindful of the serious consequences which might result due to my involvement in cardiovascular and/or weight training while participating in the Summer Strength and Conditioning Program, and based on that understanding, as set forth in this paragraph, I voluntarily assume any and all risk of loss, damage, or injury of any kind what so ever from my participation in the Summer Strength and Conditioning Program, and further and with full knowledge of the consequences (i.e. that I am waiving my right to sue) expressly waive any and all liability on the part of Hurricane High School, any staff member, coaching staff member, or any other person leading and directing the Summer Strength and Conditioning Program, and its equipment and facilities.

That I am physically sound and have medical approval to proceed with a normal routine of exercise. That all exercises shall be undertaken by me, at my sole risk of injury or loss. That I am in good health and have no physical conditions that would be aggravated by my involvement in cardiovascular exercise or weight training, nor do I have any physical limitations that would preclude said involvement. I also release Hurricane High School and its coaches, trainers, or any other person who is leading and/or directing the Summer Strength and Conditioning Program from liability for their negligence, defective equipment, injuries from dangerous conditions or property, etc.

That I am forewarned that Hurricane High School or any person leading the Summer Strength and Conditioning Program will not in any event provide medical and/or hospitalization insurance for my benefit, and in any event of an injury to my person occurring either as a result of my being on any portion of the premises of Hurricane High School or any other location that the Summer Strength and Conditioning Program takes place. I will save harmless and keep indemnified Hurricane High School, its staff, coaches, or any member/person directing the Summer Strength and Conditioning Program from and against any and all action claims, costs, expenses or demands, in respect of such injury or injuries,

including death, howsoever caused, arising out of or in connection with my use of any facilities that are used to conduct the Summer Strength and Conditioning Program or my being on any portion of said premises and notwithstanding the same may have been contributed to or occasioned by the negligence of Hurricane High School, their staff, coaches, or any member/person directing the Summer Strength and Conditioning Program.

That I am hereby informed of my option to sign a new release on each date that I use the facilities selected to conduct the Summer Strength and Conditioning Program. However, I elect to forego that option and I therefore acknowledge and specifically intend that this release and waiver of rights shall be effective not only on the date hereof, but also on all occasions subsequent hereto when I shall use any facility connected to the Summer Strength and Conditioning Program.

**HAVING READ THE ABOVE TERMS AND INTENDING TO BE LEGALLY BOUND HEREBY AND UNDERSTANDING THIS DOCUMENT TO BE A COMPLETE WAIVER AND DISCLAIMER IN FAVOR OF HURRICANE- SUMMER STRENGTH AND CONDITIONING PROGRAM OF ANY AND ALL LIABILITY, I HEREBY AFFIX MY SIGNATURE HERETO.**

**Date:** \_\_\_\_\_ **Participant**

**Signature:** \_\_\_\_\_

**Signature of Parent or Guardian (if under 18):** \_\_\_\_\_